

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

**PLASTER TENDER:**  
**PLASTER TENDER**  
**PLASTER CLEAN-UP LABORER**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA  
BARBARA, AND VENTURA COUNTIES

**MEMORANDUM OF AGREEMENT**

By and between

**Southern California District Council of Laborers**

**And its affiliated Laborers' Local Union 1184**

And

**Western Wall And Ceiling Contractor's Association, Inc.**

**Changes from the 2000-2005 Plaster Tenders' Master Agreement**

**(SUBJECT TO RATIFICATION BY THE ASSOCIATION AND UNION)**

**R E C E I V E D**  
Department of Industrial Relations

**AUG 11 2005**

Div. of Labor Statistics & Research  
Chief's Office

2005-2008 Plaster Tenders' Master Agreement  
Memorandum of Agreement  
Page 2 of 10

**Additions reflected in italicized bold underline.** Strikeout items indicate deletions

1. Term of Agreement

All dates to conform with three (3) year agreement effective August 3, 2005, through August 5, 2008.

2. Amend Preamble, to reflect:

LABORERS' LOCAL UNION **1184**

3. Amend Article I (Recognition), Paragraph A, to reflect:

..., the Contractor shall sign an agreement, **pursuant to Section 9(a) of the National Labor Relations Act,** recognizing the Union as such...

4. Amend Article I (Recognition), Paragraph C, to read:

...that as to such former or suspended member, the provisions of Article XVIII **and XIX** shall not apply ...

5. Amend Article III (Subcontracting, Employee Rights, Union Standards and Work Preservation), NEW ITEM Paragraph E to read:

**The Contractor shall not perform any work with employees at the site of the construction, alteration, painting or repair of a building structure or other work, which comes within the recognized jurisdiction of the Plasterers' Union, unless the Contractor is signed to an appropriate current labor agreement with the Plasterers' Union.** [added pursuant to Addendum entered into in 2002]

6. Amend Article IV (Registration For Work and Referral Procedure), Paragraph A (8), Add the following to the end of the existing paragraph:

**It is agreed by the parties that the sponsorship of an employee, to be classified as an apprentice by the Contractor, will be contingent upon the potential employee meeting all requirements for admission into the Southern California Plaster Tenders Apprenticeship Program that non-sponsored applicants are expected to meet.**

7. Article IV (Registration For Work and Referral Procedure), Paragraph A, NEW subparagraph (11) to read:

**The parties recognize that planning for manpower needs is a critical responsibility for both the Contractor and the Union. To help ensure a constant supply of available workmen, the Contractor shall notify the Union by mail or facsimile no sooner than ten (10) days nor later than forty-eight**

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Apprentices shall be paid not less than the following percentage of current Journeyman's rate, which is ~~\$21.08~~ **\$24.18** per hour.

	First Period	% of Rate	Second Period	% of Rate	Third Period	% of Rate	Fourth Period	% of Rate	Journey man
Wage Rate	<u>14.51</u>	60%	<u>\$16.93</u>	70%	<u>\$19.34</u>	80%	<u>\$21.76</u>	90%	<u>\$24.18</u>
Health & Welfare	<u>2.49</u>	60%	<u>2.91</u>	70%	<u>3.32</u>	80%	<u>3.74</u>	90%	<u>4.15</u>
Pension	.93	20%	<u>1.86</u>	40%	<u>2.79</u>	60%	<u>3.72</u>	80%	<u>4.65</u>
Apprenticeship & Training	<u>.51</u>	100%	<u>.51</u>	100%	<u>.51</u>	100%	<u>.51</u>	100%	<u>.51</u>
Vacation/Supp Dues *	<u>.68</u>	20%	<u>1.38</u>	40%	<u>2.05</u>	60%	<u>2.73</u>	80%	<u>3.41</u>
CCC	.00	0%	.00	0%	.00	0%	.00	0%	.10
Administrative Trust	.00	0%	.00	0%	.00	0%	.00	0%	.45
TOTAL PACKAGE	<u>\$19.12</u>		<u>23.57</u>		<u>\$28.01</u>		<u>\$32.46</u>		<u>\$37.45</u>
(Total Benefits)	<u>(\$4.61)</u>		<u>(\$6.64)</u>		<u>(\$8.67)</u>		<u>(\$10.70)</u>		<u>(\$13.27)</u>
Supplemental Dues *	<u>.20</u>		<u>.40</u>		<u>.61</u>		<u>.81</u>		<u>1.01</u>

13. Article VII (Apprenticeship), Paragraph F, Revise to read:

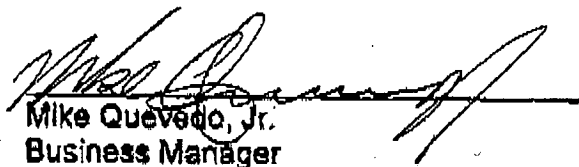
Ratio: The ratio of apprentices to Journeymen shall be one apprentice for the first ~~four (4)~~ three (3) Journeymen employed ..., and one (1) apprentice for every ~~four (4)~~ three (3) Journeymen thereafter.

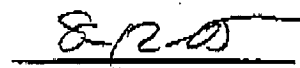
➡ 14. Article XVI (Working Rules), Paragraph B, Add the following to the end of the existing paragraph:

**Plaster Tenders shall tend the Plasterer in performing all decorative rock waterfall, fireproofing and theme park work.** [added pursuant to Addendum entered into in 2002.

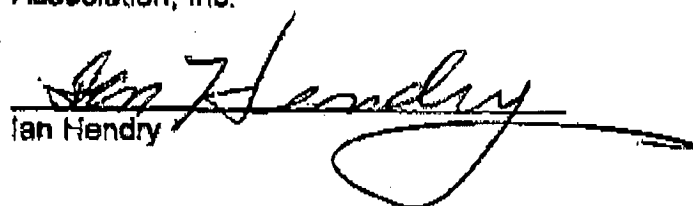
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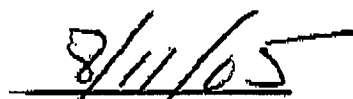
Southern California District Council of Laborers

  
Mike Quevedo, Jr.  
Business Manager

  
Date

Western Wall and Ceiling Contractor's  
Association, Inc.

  
Ian Hendry

  
Date

Laborers' Local 1184

  
John L. Smith  
Business Manager

  
Date

RECEIVED  
Department of Industrial Relations  
AUG 12 2005  
Div. of Labor Statistics & Research  
Chief's Office

**ADDENDUM TO LABOR AGREEMENT  
BETWEEN  
WESTERN WALL & CEILING CONTRACTORS ASSOCIATION, INC.  
AND  
SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS**

Western Wall & Ceiling Contractors Association, Inc., California Laborers Conference, ("Contractor") and the Southern California District Council of Laborers and its affiliated Local Union No. 1184 ("Union"), are parties to the Plaster Tenders' Master Agreement ("Agreement"), effective August 2, 2000 through August 5, 2003, and agree to amend the Agreement, as follows:

1. Term and Termination

Article XX. The Agreement is extended to August 2, 2005. Change "2003" to "2005" throughout Article XX."

2. Future Increases

Article VI A and B. Add the following:

"Effective August 6, 2003 - Future increase of \$1.09 per hour on all classifications.\*

"Effective August 4, 2004 - Future increase of \$1.14 per hour on all classifications.\*

"The Union may elect, at its option, upon giving sixty (60) days' written notice prior to August 1 of each year, to allocate the increase indicated to (1) the hourly basic wage rate, (2) Health & Welfare, (3) Pension, (4) Vacation, (5) Supplemental Dues, (6) C.C.C., (7) Apprenticeship Training, (8) Administrative Trust, (9) any combination thereof."

3. Subcontracting

Article III. Add as new subsection E:

"The Contractor shall not perform any work with employees at the site of the construction, alteration, painting or repair of a building structure or other work, which comes within the recognized jurisdiction of the Plasterers' Union, unless the Contractor is signed to an appropriate current labor agreement with the Plasterers' Union.

4. Coverage

Article XVI B. Add the following to the end of the first paragraph:

"Plaster Tenders shall tend the Plasterer in performing all decorative rock, waterfall, fireproofing and theme park work."

# SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

AFFILIATED WITH  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO  
4399 SANTA ANITA AVENUE, SUITE 204  
EL MONTE, CALIFORNIA 91731  
TELEPHONE (626) 350-6900



ANGEL SAMBRANO, SR.  
PRESIDENT

TONY R. HOFFMAN  
SECRETARY-TREASURER

MIKE QUEVEDO, JR.  
BUSINESS MANAGER

## AFFILIATED LOCALS

BAKERSFIELD  
LOCAL 220

BURBANK  
LOCAL 345

CARSON  
LOCAL 682

CENTRAL COAST  
LOCAL 402

EL MONTE  
LOCAL 1092

HOLLYWOOD  
LOCAL 724

LONG BEACH  
LOCAL 507

LOS ANGELES  
LOCAL 300

POMONA  
LOCAL 806

RIVERSIDE-IMPERIAL  
COUNTIES  
LOCAL 1184

SAN BERNARDINO-  
INYO-MONO COUNTIES  
LOCAL 783

SAN DIEGO  
LOCAL 69

SANTA ANA  
LOCAL 652

SANTA BARBARA  
LOCAL 391

VENTURA  
LOCAL 585

WILMINGTON  
LOCAL 802

To: Raida  
Department of Industrial Relations

From: Mike Quevedo, Jr.

Date: December 10, 2003

Re: Plaster Tenders Agreement covering  
12 Southern California Counties

In response to your request, we are faxing the  
following to you:

1. Addendum to the above-referenced agreement which extended the term of the agreement to August 2, 2005 and which sets forth the increases for August 6, 2003 and August 4, 2004.
2. Notice to Contractors dated July 1, 2003 which sets forth the allocation of the increase effective August 6, 2003.

Please call if you have any questions.

Total pages faxed: 8

**RECEIVED**  
Department of Industrial Relations

**DEC 10 2003**

Div. of Labor Statistics & Research  
Chief's Office

JUL 28 2000

**PLASTER TENDERS' MASTER AGREEMENT**

Div. of Labor Statistics & Research  
Chief's Office

THIS AGREEMENT made and entered into this 2nd of August, 2000 and between the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS affiliated with the L.I.U.N.A., AFL-CIO, and its affiliated LABORERS' LOCAL UNION, hereinafter referred to as the Union, and the Western Wall and Ceiling Contractor's Association, Inc., hereinafter referred to as "Association." The Association enters into this Agreement on behalf of the California Laborers Conference hereinafter referred to as "Contractor."

WHEREAS, in an endeavor of all parties to stabilize conditions in the Plastering Industry for the purpose of affording mutual protection to both the Contractor and employee, and to advance the interest of, and promote harmony among Contractors and employees represented by the Union; and in consideration of the mutual covenants contained in this Agreement, each to be sustained and practiced by the respective parties and for other good and valuable consideration, the parties mutually pledge that they will cooperate in good faith to carry out the terms of this Agreement.

**ARTICLE I**  
**RECOGNITION**

A. The Contractors hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees of the Contractors signatory hereto over whom the Union has jurisdiction. Upon the Union furnishing proof by means of signed authorization cards by a majority of an individual Contractor's employees over whom the Union has jurisdiction that the employees designate the Union as their representative for purposes of bargaining on wages, hours and conditions of employment, the Contractor shall sign an agreement recognizing the Union as such. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman.

B. The Union hereby recognizes the California Laborers Conference of the Western Wall & Ceiling Contractors Association, Inc., as the sole and exclusive bargaining representative for its members, present and future, who are or who become signatory to this Agreement, and agrees that during the term of this Agreement it, individually or collectively, will not negotiate or enter any agreement with such individual members of the Association relative to part or all of the subject matter covered by this Agreement.

C. This Agreement shall be binding upon each Contractor who is a member of the Association or who has designated the Association as its bargaining representative, with the same force and effect as if this Agreement were entered into by each member individually. All eligible and/or signatory members of the Association are and shall continue to remain liable under this Agreement for and during the term hereof, irrespective of whether said members shall resign from the Association prior to the expiration date of this Agreement, and such liability shall be deemed to have survived the termination of the Contractor's membership and remain in force for and during the term of this Agreement, including any interpretation and/or modification during the contractual term, provided, however, that as to such former or suspended member, the provisions of Article XVIII shall not apply from the time when such member resigns or is suspended from the Association.



## ARTICLE XVI WORKING RULES

A. Steward. A Steward shall be a working employee, appointed by the Local Union, who shall in addition to his work as journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Unions agree that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow Stewards a reasonable amount of time for the performance of such duties. The Union shall notify the Contractor of the appointment of each Steward and the Contractor, before laying off or discharge of a Steward during the course of the job, shall notify the Union of his intention to do so. It is recognized by the Contractor that it is desirable that the person appointed Steward remain on the job as long as there is work in this particular trade. In no event shall a Contractor discriminate against a Steward or lay him off, or discharge him on account of any action taken by him in the performance of his Union duties. If a Contractor and the Union involved do not mutually agree to the termination of a Steward, then this matter shall be referred to the procedure as provided for in Article XVIII; if a Steward is laid off during the course of the job without first notifying the Business Representative, the Contractor shall pay the Steward his regular wages for the days lost by his layoff.

B. Plaster Tenders: The term "Plaster Tender," as used herein, means any employee within the scope of this division serving Plasterers in any capacity, handling of all materials after delivery as used by Plasterers, making and preparing after delivery all materials used by Plasterers, masking, slaking putty, building and handling all necessary trestles, scaffolding and planking of scaffolds, rough cleaning of the following: floors, stairwells, window frames, stairways, handrails, door jams or any over spray, etc. behind the Plasterers, also the operation of any mechanical equipment necessary in the tending of Plasterers and the hoisting of material by any method. Where a plastering machine (plastering gun) is being used, the Plaster Tender will operate this machine and move the hose. The operation of any equipment devised to serve the Plasterers is the work of the Plaster Tender.

The daily maintenance (excluding mechanical repair), oiling, gassing, greasing and cleaning of all plaster mixers and plastering machines (plaster guns) and pipes and hoses shall be the work of the Plaster Tenders. The placing of hoses and pipes and the handling of hoses, including extensions, shall be the work of the Plaster Tender. Masking shall be a joint operation of the Plasterers and the Plaster Tenders in the same ratio as the work to follow immediately in that area.

C. Journeyman Training.

1. Signatory parties agree to use every effort to establish proper training courses so the Journeyman Plaster Tender may have a full knowledge of the use of all plastering machines.

2. The parties shall establish training courses through the Joint Apprenticeship Committee that will provide training to apprentice and journeymen plaster tenders in aspects of the industry regarding safety and technology which the parties agree are now, or may become at some time during the term of this Agreement mandatory skills required of the employees of the Contractor.

3. Journeymen plaster tenders must complete the Scaffold Users training courses as required by OSHA Training Requirement Section 1926.454 prior to August 1, 2001. Failure to secure certification in this course shall result in a reduction of 5% of wages to the employee.

4. The parties agree to meet during the term of this Agreement to review the need for additional journeymen upgrading or safety courses. Should the parties agree upon the need for additional courses, then all journeyman employees must complete said training within one year from the time the parties agree upon such additional course. Failure to complete any additional courses within the one year period shall result in a reduction of 5% of wages to the employee. At no time shall a journeyman plaster tender who has failed to complete any of the referenced upgrading courses be paid less than 95% of the negotiated journeyman wage rate. The contractor has the right to refuse employment to any journeymen who has not completed any of the referenced journeymen upgrading courses.

5. No fee will be required from any member of the Union who enrolls and successfully completes the referenced journeyman upgrading courses. All expenses including instructors, textbooks, safety equipment, etc., which are incurred in providing these upgrading courses, shall be borne entirely by the Plaster Tenders Apprenticeship and Training Trust Fund for Southern California.

6. The Joint Apprenticeship Committee shall keep records of each journeyman and apprentice employee, recording each completed course and making said information available to the Union and the Contractor upon request. All journeymen who have successfully completed the courses as required in this Section shall have the designation of "Master Journeyman Plaster Tender" listed on their records, and shall be noted on all referral slips to the Contractor.

D. Plaster Clean-Up Laborer. The term Laborer as used herein shall mean any employees working in connection with Plasterers and Plaster Tenders performing general clean-up, clean-up of debris, cleaning of floors, stairwells, window frames, stairways, handrails, door jams or any over spray, etc., including grounds and buildings.

E. Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different materials, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto, will be assigned such work where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different material, or new or different method or technology; and the use of any such new machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement, regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material, or new or different method or technology.

F. Working Area. It shall be the duty of the Contractor to see to it that the General Contractor leaves the working area for the Plaster Tender in a safe and workable condition.